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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:
	:
MOTORS LIQUIDATION COMPANY, et al.,	:
f/k/a General Motors Corp., et al.	:
	:
Debtors.	:
	:
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Chapter 11 Case No.
09-50026 (REG)
(Jointly Administered)

**SUPPLEMENTAL DECLARATION AND DISCLOSURE STATEMENT OF
DOUGLAS H. DEEMS IN SUPPORT OF THE DEBTORS' APPLICATION
PURSUANT TO 11 U.S.C. §§ 327(a) AND 330 AND FED. R. BANKR. P. 2014
FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF CLARO GROUP, LLC AS ENVIRONMENTAL CONSULTANTS
TO THE DEBTORS NUNC PRO TUNC TO THE COMMENCEMENT DATE**

Douglas H. Deems declares as follows:

1. I am the General Counsel and a Managing Director of The Claro Group, LLC ("**Claro Group**"),¹ a privately owned, financial and management consulting firm, which maintains its corporate headquarters at 70 W. Madison Street, Suite 4800, Chicago, Illinois 60602.

2. I submit this supplemental declaration (the "**Deems Supplemental Declaration**") in support of the application dated July 21, 2009 (the "**Application**") of Motors

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

Liquidation Company (f/k/a General Motors Corporation) (“**GM**”) and its affiliated debtors, as debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for authorization to employ and retain Claro Group as environmental consultants to the Debtors, *nunc pro tunc* to June 1, 2009 (the “**Commencement Date**”), pursuant to the terms and conditions set forth in the engagement letter entered into by Claro Group and the Debtors dated June 10, 2009 (the “**Engagement Letter**”). Unless otherwise stated in this Deems Supplemental Declaration, I have personal knowledge of the facts set forth herein.

3. This Declaration supplements my affidavit sworn to July 21, 2009 and submitted in support of the Application.

4. Claro Group and the Debtors entered into the Engagement Letter, whereby Claro Group agreed to assist the Debtors in determining the costs of actual or potential environmental liabilities arising from the Debtors’ prepetition, historic operations. I am informed and believe that the Debtors also entered into agreements with LFR Inc. (“**LFR**”) and Brownfield Partners, LLC (“**Brownfield Partners**”) to provide similar services. Although the Debtors seek to retain Claro Group, LFR and Brownfield Partners to perform similar services, the services rendered by Claro Group are complementary and not duplicative in any manner with the services to be performed by LFR and Brownfield Partners. I am informed and believe that the Debtors engaged each consultant for its distinct expertise: Claro Group for its financial expertise and experience in applying financial principles and applications in environmental remediation contexts; LFR for its remediation expertise; and Brownfield Partners for its real estate and property reuse expertise.

5. As described in the Application, Claro Group has agreed to indemnify the Debtors and the Debtors have agreed to indemnify Claro Group in certain circumstances

specified in the Engagement Letter. Except in the case of Claro Group's own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct, the maximum liability of Claro Group shall be limited to the total compensation received and retained by Claro Group, or the limits of Claro Group's insurance coverage, whichever is greater, according to the terms of the Engagement Letter.

6. Expenses arising under this engagement may include legal fees, such as costs incurred under the indemnity provisions of the Engagement Letter or in connection with responding to a subpoena served upon Claro Group requesting information relating to the work performed by Claro Group for the Debtors.

7. In the last 12 months, Claro Group generated 1% or more of its gross annual revenue from CenterPoint (1.24%) and Firestone/Bridgestone (1.71%).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: s/ Douglas H. Deems
Douglas H. Deems

Date: July 31, 2009